

STATE OF TEXAS       §  
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COUNTY OF TARRANT §

## PROFESSIONAL SERVICES CONTRACT

This contract is entered into between Tarrant County, Texas, hereinafter referred to as COUNTY, and Baird, Hampton & Brown, Inc. hereinafter referred to as PROVIDER, for the purpose of providing design, bidding and construction administration which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Tarrant County.

### 1. SCOPE OF SERVICES

PROVIDER will provide design, bidding and construction management for the replacement of the 600kW Cummins generator and automatic transfer switches at the 350 West Belknap Building located at 350 W. Belknap St., Fort Worth, TX as defined by County and mutually agreed to by PROVIDER. The Project Proposal dated July 11, 2022, from PROVIDER is shown in Attachment A and this Professional Services Contract forms the contract between the parties.

The services to be provided by the PROVIDER shall include, but are not limited to, the following:

1.1 Construction Documents & Cost Estimating Phase – Design to replace the existing 600kW Cummins generator and four (4) automatic transfer switches that serve the Basement-fourth floors.

1.2 Bidding Phase – Attendance at all pre-bid and scope review meetings. Review all bids for accuracy and completeness as well as review all substitution requests for scope changes.

1.3 Construction Administration Phase – Attendance at pre-construction meeting, review of all submittals and shop drawings and provide responses to Contractors' request for information. Perform construction site visits; perform pay application verification, generate field reports, perform ninety-five percent (95%) punch list and final punch list as well as provide all close out activities documents including record drawings in both hard copy and electronic copy.

### 2. TERM

This contract will begin August 16th, 2022 and concludes on the earlier of the date services are completed.

### 3. COST

For the services described in Article 1 Scope of Services, and as defined in PROVIDER'S proposal Attachment A, the PROVIDER'S compensation for these services shall be as follows:

<u>Tarrant County 350 West Belknap Building Generator Replacement Project</u>	
Construction Documents & Cost Estimating	\$ 25,000.00
Bidding	\$ 3,000.00
Construction Administration	\$ 8,000.00
Reimbursables	<u>\$ 500.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$ 36,500.00

- 3.1 PROVIDER will bill for services performed in accordance with this contract.
- 3.2 PROVIDER will send all invoices to Tarrant County Facilities Management, 100 W. Weatherford Street, Suite 460B, Fort Worth, Texas 76196.
- 3.3 PROVIDER'S invoice will detail the services provided; not used in this project
- 3.4 PROVIDER'S invoice may include reimbursable expenses such as printing, postage, out of County travel, etc. related to the Project. There are no reimbursable expenses included in this contract. Expenses will be invoiced at actual cost. All unused allowances will be returned to Tarrant County.
- 3.5. No travel expenses are included in this contract.

PROVIDER understands that PROVIDER will be responsible for any other expenses incurred by PROVIDER in performing the services under this contract.

#### **4. AGENCY-INDEPENDENT CONTRACT**

Neither COUNTY or any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other amenities of employment by the other party.

PROVIDER agrees to indemnify and hold harmless the COUNTY against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including attorney's fees, with respect to PROVIDER'S performance under this contract.

#### **5. ASSIGNMENT**

Neither party may assign, in whole or in part, any interest it may have in this contract without the prior written consent of the other party.

#### **6. THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this contract may bring a cause of action pursuant to this contract as a third-party beneficiary. This contract may not be interpreted to waive the sovereign immunity of any party to this contract to the extent such party may have immunity under Texas law.

#### **7. AUDIT OF RECORDS**

PROVIDER'S records for this Project are subject to audit by the COUNTY during the term of this contract.

#### **8. FORM 1295**

PROVIDER acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Exhibit B is a full and true copy of said filed form.

**9.**  
**ENTIRE AGREEMENT**

This contract represents the entire understanding of and between the parties and superseded all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. This contract shall be governed by the laws of the State of Texas and venue for any action under this contract shall be in the district courts of Tarrant County, Texas.

**10.**  
**TERMINATION**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, shall be deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

COUNTY:

Michael Amador  
Tarrant County Facilities Management  
100 W. Weatherford, Suite 460B  
Fort Worth, TX 76196

PROVIDER:

Les Brown, Sr. Associate  
Baird, Hampton & Brown, Inc.  
6300 Ridglea Place, Suite 700  
Fort Worth, TX 76116

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**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY  
STATE OF TEXAS**

**PROVIDER**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

  
\_\_\_\_\_  
Les Brown Sr. Associate  
Baird Hampton Brown  
6300 Ridglea Place, Suite 700  
Fort Worth, TX 76116

*APPROVED AS TO FORM:*

\_\_\_\_\_  
District Attorney's Office\*

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

*CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF*  
\$ \_\_\_\_\_:

\_\_\_\_\_  
Auditor's Office